

No. **8-349A429**

Date **DEC 14 1978**

Fee \$ **3.20**

ICC Washington, D. C.

Power

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. **1425**

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor:	Mississippi Power Company P.O. Box 4079 Gulfport, Mississippi 39501
Mortgagee:	Morgan Guaranty Trust Company of New York, as Trustee 30 West Broadway New York, New York 10015

*Chapman
Grogan for B. Grogan*

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By:



William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

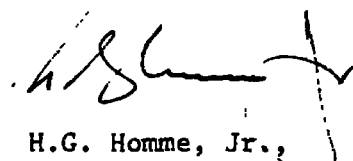
William A. Dunlop
c/o Southern Company Services, Inc.
One Wall Street, 14th Floor
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/15/78 at 9:50am ,
and assigned recordation number(s) 0000 , A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA,cc 110

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

5103
RECORDATION NO. 1978-6 Filed 1425

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

Supplemental Indenture

Providing among other things for

FIRST MORTGAGE BONDS

2 $\frac{7}{8}$ % Series due 1977

Dated as of August 1, 1947

This is to certify that the foregoing is a true and correct copy
of the original instrument on file with the Clerk of the Court.

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By

[Signature]
Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of August 1, 1947, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein, in the principal amount of \$8,927,000, of which \$8,589,000 principal amount is now outstanding, and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered a supplemental indenture dated as of September 1, 1946 for the purpose of further securing said bonds, which supplemental indenture describes and sets forth additional property conveyed thereby and is also of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly deter-

ALBERT CORALLO
Notary Public, State of New York
No. 43-0759930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979

Albert Corallo

mined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1977" (hereinafter sometimes referred to as the "1977 Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature August 1, 1977; and

WHEREAS each of the coupon bonds of the 1977 Series is to be substantially in the following form, to-wit:

[FORM OF COUPON BOND OF THE 1977 SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 2 $\frac{7}{8}$ % SERIES DUE 1977

No.

\$1000

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on August 1, 1977, and to pay interest thereon from August 1, 1947, at the rate, until the principal hereof shall have become due and payable, of two and seven-eighths per centum per annum, payable on February 1 and August 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture")

reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
(If redeemed prior to August 1 of the calendar year stated and subsequent to the last day of July of the calen- dar year next preceding such year)		
1948.....	5 $\frac{1}{4}$ %	1%
1949.....	5 $\frac{1}{8}$ %	1%
1950.....	5%	1%
1951.....	4 $\frac{7}{8}$ %	1%
1952.....	4 $\frac{3}{4}$ %	1%
1953.....	4 $\frac{5}{8}$ %	1%
1954.....	4 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1955.....	4 $\frac{3}{8}$ %	$\frac{7}{8}$ %
1956.....	4 $\frac{1}{4}$ %	$\frac{7}{8}$ %
1957.....	4 $\frac{1}{8}$ %	$\frac{7}{8}$ %
1958.....	3 $\frac{7}{8}$ %	$\frac{7}{8}$ %
1959.....	3 $\frac{3}{4}$ %	$\frac{3}{4}$ %
1960.....	3 $\frac{5}{8}$ %	$\frac{3}{4}$ %
1961.....	3 $\frac{1}{2}$ %	$\frac{3}{4}$ %
1962.....	3 $\frac{1}{4}$ %	$\frac{3}{4}$ %
1963.....	2 $\frac{1}{2}$ %	$\frac{5}{8}$ %
1964.....	2 $\frac{3}{8}$ %	$\frac{5}{8}$ %
1965.....	2 $\frac{1}{4}$ %	$\frac{5}{8}$ %
1966.....	2 $\frac{1}{8}$ %	$\frac{5}{8}$ %
1967.....	2%	$\frac{1}{2}$ %
1968.....	1 $\frac{3}{4}$ %	$\frac{1}{2}$ %
1969.....	1 $\frac{5}{8}$ %	$\frac{1}{2}$ %
1970.....	1 $\frac{1}{2}$ %	$\frac{3}{8}$ %
1971.....	1 $\frac{3}{8}$ %	$\frac{3}{8}$ %
1972.....	1 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1973.....	1%	$\frac{1}{4}$ %
1974.....	$\frac{7}{8}$ %	$\frac{1}{4}$ %

and without premium in either case if redeemed on or after August 1, 1974.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond shall be transferable by delivery unless registered as to principal in the holder's name at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder hereof for any such registration or discharge from registration, except such amount as may be necessary to cover any stamp tax or other governmental charge. The Company and the Trustee may deem and treat the bearer of this bond, or, if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner for the purpose of receiving payment and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated, August 1, 1947.

MISSISSIPPI POWER COMPANY,

By.....
Vice-President.

ATTEST:

.....
Assistant Secretary.

AND WHEREAS each coupon to be attached to the coupon bonds of the 1977 Series is to be substantially in the following form, to-wit:

[FORM OF COUPON]

\$.....

On the first day of _____, 19____, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, _____ Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond, 2 $\frac{7}{8}$ % Series due 1977, No. _____. This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.

.....
Treasurer.

The amount to be inserted in coupons due on February 1 in each year shall be Fourteen Dollars and Thirty-eight Cents (\$14.38); the amount to be inserted in coupons due on August 1 in each year shall be Fourteen Dollars and Thirty-seven Cents (\$14.37).

AND WHEREAS each of the registered bonds of the 1977 Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE 1977 SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 2 $\frac{7}{8}$ % SERIES DUE 1977

No. \$.

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on August 1, 1977, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to February 1, 1948, in which case from August 1, 1947, at the rate, until the principal hereof shall have become due and payable, of two and seven-eighths per centum per annum, payable on February 1 and August 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders

of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

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	(If redeemed prior to August 1 of the calendar year stated and subsequent to the last day of July of the calen- dar year next preceding such year)	
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1949.....	5 $\frac{1}{8}$ %	1%
1950.....	5%	1%
1951.....	4 $\frac{7}{8}$ %	1%
1952.....	4 $\frac{3}{4}$ %	1%
1953.....	4 $\frac{5}{8}$ %	1%
1954.....	4 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1955.....	4 $\frac{3}{8}$ %	$\frac{7}{8}$ %
1956.....	4 $\frac{1}{4}$ %	$\frac{7}{8}$ %
1957.....	4 $\frac{1}{8}$ %	$\frac{7}{8}$ %
1958.....	3 $\frac{7}{8}$ %	$\frac{7}{8}$ %
1959.....	3 $\frac{3}{4}$ %	$\frac{3}{4}$ %
1960.....	3 $\frac{5}{8}$ %	$\frac{3}{4}$ %
1961.....	3 $\frac{1}{2}$ %	$\frac{3}{4}$ %
1962.....	3 $\frac{1}{4}$ %	$\frac{3}{4}$ %
1963.....	2 $\frac{1}{2}$ %	$\frac{5}{8}$ %
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1966.....	2 $\frac{1}{8}$ %	$\frac{5}{8}$ %
1967.....	2%	1 $\frac{1}{2}$ %
1968.....	1 $\frac{3}{4}$ %	1 $\frac{1}{2}$ %
1969.....	1 $\frac{5}{8}$ %	1 $\frac{1}{2}$ %
1970.....	1 $\frac{1}{2}$ %	$\frac{3}{4}$ %
1971.....	1 $\frac{3}{8}$ %	$\frac{3}{4}$ %
1972.....	1 $\frac{1}{8}$ %	$\frac{3}{4}$ %
1973.....	1%	1 $\frac{1}{4}$ %
1974.....	$\frac{7}{8}$ %	1 $\frac{1}{4}$ %

and without premium in either case if redeemed on or after August 1, 1974.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable

on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable, and registered bonds shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed

hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated,

MISSISSIPPI POWER COMPANY,

By.....

Attest:

Vice-President.

.....

Assistant Secretary.

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds of each and every series issued under and secured by the Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

GUARANTY TRUST COMPANY OF NEW YORK.

As Trustee,

By.....

Authorized Officer.

AND WHEREAS all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on said \$8,589,000 principal amount of bonds of the 1971 Series now outstanding and the \$2,500,000 principal amount of bonds of the 1977 Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

I

ELECTRIC TRANSMISSION LINES

(1) The Stonewall to Quitman Transmission Line, extending from the Company's Substation at or near Stonewall in Clarke County 8 miles more or less to the Company's Substation at or near Quitman in Clarke County.

II

SUBSTATIONS

(1) The Substation at or near Biloxi in Harrison County, known as the East Biloxi Substation, located on land a description of which is set out under III (16) of the supplemental indenture dated as of September 1, 1946.

(2) The Substation at or near Biloxi in Harrison County, known as the West Biloxi Substation, located on land leased from the Seashore Methodist Assembly.

(3) The Substation at or near Moss Point in Jackson County located on land a description of which is set out under III (17) of the supplemental indenture dated as of September 1, 1946.

(4) The Substation at or near Waynesboro in Wayne County to serve the Consumers Veneer Company, located on land owned by the Consumers Veneer Company.

(5) The Substation at or near Biloxi in Harrison County to serve the Hicks Battery Company, located on land owned by the Hicks Battery Company.

(6) The Substation site at or near Lake in Scott County described as follows:

A lot or parcel of land located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 24, Township 6 North, Range 9 East, Scott County, Mississippi, and described as being and beginning at a point on the East boundary of the old Lake and Forest road, said point being South 250 feet from the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 24, thence from said point of beginning run East 100 feet, thence North 100 feet, thence right angles to the left and run West to the East boundary of said Lake and Forest Road, thence Southeast along the East boundary of the said road to the point of beginning.

III

ELECTRIC FRANCHISES

The following franchises granted to Mississippi Power Company, to construct, erect, suspend, install, renew, repair, maintain, operate and conduct in the town a plant or plants and system for the manufacture, distribution and transmission of electric energy for all purposes whatsoever:

Bassfield Ordinance dated February 4, 1947, adopted by the Mayor and Board of Aldermen.

Bay Springs Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.

Bay St. Louis Ordinance dated February 17, 1947, adopted by Board of Mayor and Commissioners.

Biloxi Ordinance dated February 19, 1947, adopted by the Mayor and Board of Councilmen.

- Chunky* Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.
- Columbia* Ordinance dated February 6, 1947, adopted by the Mayor and Board of Aldermen.
- Decatur* Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.
- Ellisville* Ordinance dated February 4, 1947, adopted by the Mayor and Board of Aldermen.
- Enterprise* Ordinance dated February 4, 1947, adopted by the Mayor and Board of Aldermen.
- Gulfport* Ordinance dated February 6, 1947, adopted by the Mayor and Board of Commissioners.
- Hattiesburg* Ordinance dated February 27, 1947, adopted by the Board of Mayor and Commissioners.
- Heidelberg* Ordinance dated March 4, 1947, adopted by the Mayor and Board of Aldermen.
- Hickory* Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.
- Lake* Ordinance dated January 21, 1947, adopted by the Mayor and Board of Aldermen.
- Laurel* Ordinance dated April 21, 1947, adopted by the Mayor and Board of Commissioners.
- Leakesville* Ordinance dated March 4, 1947, adopted by the Mayor and Board of Aldermen.
- Lena* Ordinance dated March 5, 1947, adopted by the Mayor and Board of Aldermen.
- Long Beach* Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.
- Louin* Ordinance dated February 4, 1947, adopted by the Mayor and Board of Aldermen.
- Lucedale* Ordinance dated March 4, 1947, adopted by the Mayor and Board of Aldermen.
- Moss Point* Ordinance dated June 3, 1947, adopted by the Mayor and Board of Aldermen.
- Ocean Springs* Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.
- Pachuta* Ordinance dated February 11, 1947, adopted by the Mayor and Board of Aldermen.

Pascagoula Ordinance dated May 30, 1947, adopted by the Mayor and Board of Commissioners.

Picayune Ordinance dated May 13, 1947, adopted by the Mayor and Board of Aldermen.

Poplarville Ordinance dated November 5, 1946, adopted by the Mayor and Board of Aldermen.

Purris Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.

Richton Ordinance dated December 3, 1946, adopted by the Mayor and Board of Aldermen.

Sandersville Ordinance dated January 16, 1947, adopted by the Mayor and Board of Aldermen.

Seminary Ordinance dated January 7, 1947, adopted by the Mayor and Board of Aldermen.

Shubuta Ordinance dated March 25, 1947, adopted by the Mayor and Board of Aldermen.

Sumrall Ordinance dated December 3, 1946, adopted by the Mayor and Board of Aldermen.

Taylorville Ordinance dated December 4, 1946, adopted by the Mayor and Board of Aldermen.

Union Ordinance dated December 3, 1946, adopted by the Mayor and Board of Aldermen.

Walnut Grove Ordinance dated March 4, 1947, adopted by the Mayor and Board of Aldermen.

Warland Ordinance dated May 6, 1947, adopted by the Mayor and Board of Aldermen.

Waynesboro Ordinance dated November 5, 1946, adopted by the Mayor and Board of Aldermen.

Wiggins Ordinance dated November 5, 1946, adopted by the Mayor and Board of Aldermen.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or

may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

SECTION 1. There is hereby created a series of bonds designated 2 $\frac{7}{8}$ % Series due 1977, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes hereinafter referred to as the "bonds of 1977"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of 1977 shall mature on August 1, 1977, and may, subject to the provisions of Section 7 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registerable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of 1977 shall be in such denominations as the Board of Directors

shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval. Bonds of 1977 shall bear interest at the rate, until the principal thereof shall have become due and payable, of two and seven-eighths per centum ($2\frac{7}{8}\%$) per annum, payable semi-annually on February 1 and August 1, in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose. Coupon bonds of 1977 and unregistered temporary bonds of 1977 shall be dated as of August 1, 1947. Registered bonds of 1977 shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the 1977 Series of like aggregate principal amount shall be interchangeable at the option of the holders. Any or all of the bonds of 1977 shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture and otherwise than by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or by the use of proceeds of released property, with a pre-

mium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to August 1 of the calendar year stated and subsequent to the last day of July of the calen- dar year next preceding such year)	
1948.....	5¼%	1%
1949.....	5⅛%	1%
1950.....	5%	1%
1951.....	4⅞%	1%
1952.....	4¾%	1%
1953.....	4⅝%	1%
1954.....	4½%	⅞%
1955.....	4⅜%	⅞%
1956.....	4¼%	⅞%
1957.....	4⅓%	⅞%
1958.....	3⅞%	⅞%
1959.....	3¾%	¾%
1960.....	3⅝%	¾%
1961.....	3½%	¾%
1962.....	3¼%	¾%
1963.....	2½%	⅝%
1964.....	2⅜%	⅝%
1965.....	2¼%	⅝%
1966.....	2⅓%	⅝%
1967.....	2%	½%
1968.....	1¾%	½%
1969.....	1⅝%	½%
1970.....	1½%	⅜%
1971.....	1⅜%	⅜%
1972.....	1⅓%	⅜%
1973.....	1%	¼%
1974.....	⅞%	¼%

and without premium in either case if redeemed on or after August 1, 1974.

The holder of any coupon bond of 1977 may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and such registra-

tion noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of 1977 may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants and agrees that the provisions of Section 2.12 of the Indenture, which are to remain in effect so long as any bonds of 1971 shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of 1971 or of 1977 shall be outstanding under the Indenture.

SECTION 3. The Company covenants and agrees that, so long as any bonds of 1971 or of 1977 shall be outstanding under the Indenture, it will not declare or pay any dividends (other than dividends payable solely in its Common Stock) or make any other distribution, by purchase of shares or otherwise, upon any shares of its Common Stock, except out of net income earned subsequent to December 31, 1941, and available for distribution of dividends, and unless, upon such declaration, payment or other distribution, there shall remain in earned surplus account earned subsequent to December 31, 1941, \$241,188 plus an amount equivalent to the amount by which the aggregate of the charges to income since December 31, 1941 for repairs, maintenance and provision for depreciation shall have been less than sixteen per centum (16%) of the gross operating revenues of the Company subsequent to December 31, 1941, after deducting from such gross operating revenues the amount spent subsequent to December 31, 1941 for electric energy, gas or steam purchased by it for resale.

SECTION 4. Subdivision 1 (4) of Section 1.03 of the Indenture is hereby amended to read as follows:

“(4) the operating expenses, including accruals for taxes (except undistributed earnings, income and excess profits taxes and any like taxes measured by income), rentals, insurance,

actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation (but excluding interest, deductions used in computing net non-operating revenues and charges to income for the amortization (i) of debt discount and expense and (ii) of utility plant account or amounts transferred therefrom), plus the amount, if any, by which the aggregate of the actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation shall be less than sixteen per centum (16%) of the gross operating revenues of the Company after deducting from such gross operating revenues the amount spent for electric energy, gas or steam purchased by it for resale;”.

SECTION 5. As supplemented and amended by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture as heretofore supplemented and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture or of this Supplemental Indenture.

SECTION 7. The beneficiaries under this Supplemental Indenture are the holders and owners from time to time of the bonds outstanding under the Indenture as supplemented in accordance with the provisions thereof, the initial issue of all bonds heretofore issued under the Indenture having consisted in the first instance of bonds all of which were payable to bearer and the initial issue of bonds of the 1977 Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 8. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this indenture to be

executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

By L. P. SWEATT

President

(SEAL)

Attest:

S. A. DAWLEY

Assistant Secretary.

Signed, sealed and delivered this 30th day
of July, 1947 by Mississippi Power Com-
pany in the County of New York, State
of New York, in the presence of

GEO. HENRY

A. W. BOWMAN

GUARANTY TRUST COMPANY OF NEW YORK,

By HENRY A. THEIS

Vice-President

(SEAL)

Attest:

W. W. MERKER

Assistant Secretary

Signed, sealed and delivered this 30th day
of July, 1947 by Guaranty Trust Company
of New York in the County of New York,
State of New York, in the presence of

G. GREFFE

JAMES R. FRAZER

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, L. P. SWEATT as President, and S. A. DAWLEY as Assistant Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 30th day of July, 1947.

FRANCIS A. BAIN

FRANCIS A. BAIN
Notary Public in the State of New York
Residing in Nassau County
Nassau Co. Clerk's No. 54
Certificates filed in New York County
N. Y. Co. Clk's No. 644, Reg. No. 172-B-8
Commission Expires March 30, 1948

(SEAL)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 30th day of July, in the year one thousand nine hundred and forty-seven, before me personally came L. P. SWEATT, to me known, who being by me duly sworn, did depose and say that he resides at No. 320 East Beach, Gulfport, Mississippi; that he is the President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

FRANCIS A. BAIN

FRANCIS A. BAIN
Notary Public in the State of New York
Residing in Nassau County
Nassau Co. Clerk's No. 54
Certificates filed in New York County
N. Y. Co. Clk's No. 644, Reg. No. 172-B-8
Commission Expires March 30, 1948

(SEAL)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, HENRY A. THEIS as Vice-President, and W. W. MERKER, as Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 30th day of July, 1947.

WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, State of New York
Originally Qualified in Westchester County
Certificate Filed in New York County
N. Y. Co. Clk's No. 1046, Reg. No. 543-B-8
Commission Expires March 30, 1948

(SEAL)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 30th day of July, in the year one thousand nine hundred and forty-seven, before me personally came HENRY A. THEIS, to me known, who being by me duly sworn, did depose and say that he resides at No. 61 North Woodland Street, Englewood, New Jersey; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, State of New York
Originally Qualified in Westchester County
Certificate Filed in New York County
N. Y. Co. Clk's No. 1046, Reg. No. 543-B-8
Commission Expires March 30, 1948

(SEAL)

Recording Data

	<u>Real Estate Record</u>			<u>Chattel Record</u>		
	<u>Book</u>	<u>Page</u>	<u>Date Filed</u>	<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
Recorded in the Offices of Clerks of the Chancery Courts of the Fol- lowing Counties in Mississippi						
Clarke	29	147	8-19-47	92	342	8-19-47
Covington	150	80	8-11-47	149	260	8-11-47
Forrest	105	301	8-14-47	27	395	8-14-47
George	15	333	8-19-47	26	202	8-19-47
Greene	O-1	256	9- 1-47	26	285	8-19-47
Hancock	42	375	8-12-47	21	99	8-12-47
Harrison	149	207	8-12-47	99	189	8-12-47
Jackson	39	103	8-13-47	23	181	8-13-47
Jasper—1st Dist.	9	278	8-19-47	18	460	9- 6-47
Jasper—2nd Dist.	18	274	8-18-47	37	88	9- 4-47
Jefferson Davis	140	340	8-11-47	142	254	8-11-47
Jones—1st Dist.	V	211	8-11-47	A-19	37	8-11-47
Jones—2nd Dist.	57	158	8- 8-47	23	59	8- 8-47
Lamar	37	505	8-12-47	39	471	8-12-47
Lauderdale	303	324	8-11-47	93	219	8-11-47
Leake	GI	1	8-12-47	FM	55	8-12-47
Marion	224	139	8-11-47	231	120	8-11-47
Neshoba	119	557	8-12-47	108	594	8-12-47
Newton	46	454	8-12-47	90	341	8-12-47
Pearl River	36	373	8-13-47	49	65	8-13-47
Perry	22	187	8-19-47	FF	74	8-19-47
Scott	140	170	8-12-47	127	538	8-12-47
Smith	144	59	8-18-47	137	608	8-18-47
Stone	19	329	8-13-47	15	57	8-13-47
Wayne	118	187	8-20-47	117	545	8-20-47